Thus far the authorities are about evenly divided as to the power of a district court to appoint an ancillary receiver to take charge of property within its jurisdiction, though the principal case is in accord with the present weight of authority. COLLIER, BANKRUPTCY, Ed. 7, p. 21, and cases cited. One line of cases holds, as above, that courts of bankruptcy possess only statutory powers, which, being in derogation of the common law, are to be strictly construed, and that such authority is not a proper or necessary implication from § 2 (3) of the Bankruptcy Act, and therefore does not exist. *In re Williams,* (1903), 120 Fed. 38, 9 Am. B. R. 741; *In re Williams,* (1903), 123 Fed. 321, 10 Am. B. R. 538; *In re Tybo Mining & Reduction Co.,* (1904), 132 Fed. 697, 13 Am. B. R. 62; *In re Von Hartz,* (1905), 142 Fed. 726, 15 Am. B. R. 747; *Ross-Meeham Foundry Co.* v. *So. Car & Foundry Co.* (1903), 124 Fed. 403, 10 Am. B. R. 624. Another line of authorities holds that such a power is a part of the general jurisdiction over bankruptcy, and is the most convenient method of reaching property in districts outside that of the adjudicating court. *In re Schrom,* (1899), 97 Fed. 760, 3 Am. B. R. 352; *In re Peiser,* (1902), 115 Fed. 199, 7 Am. B. R. 690; *In re Benedict,* (1905), 140 Fed. 55, 15 Am. B. R. 232; *In re Dunseath & Son Co.,* (1909), 168 Fed. 973. The difference seems to be one of procedure rather than substance, however, since in the principal case the New York court might have appointed a receiver to take charge of the Missouri property, and by its own order restrained the execution sale. *In re Muncie Pulp Co.,* (1907), 151 Fed. 732, 81 C. C. A. 116. Or the receiver might have secured a stay in a state court under § 11, and in case of a refusal by the court to accede to the demand, the circuit court would probably have original jusisdiction as a case arising under the laws of the United States, under the Judiciary Act.

BILLS AND NOTES—FICTITIOUS OR NON-EXISTING INDORSEE—KNOWLEDGE OF INDORSER.—Plaintiff brings suit on a note the title to which is derived through the indorsement of the payee to a fictitious person or bearer. *Held* (DUNN, J., dissenting), that although the indorser did not know that his indorsee was fictitious, such indorsement made the instrument "payable to bearer" and authorized the bearers to sue thereon in their own name. *Keenan et al.* v. *Blue et al.,* (1909), — Ill. —, 88 N. E. 553.

The majority of the court based their decision on the ground that where there is no statute on the subject, the transfer of a negotiable instrument to a fictitious person or bearer will be treated as making it "payable to bearer," and that the indorsement to the fictitious person was an indorsement to no person at all, and the name may be stricken out. The dissenting judge held that since the note was put in circulation without the indorser's knowledge that the indorsee was a fictitious person, it was not equivalent to an indorsement to bearer, for by Illinois law the words "or order" and "or bearer," in an instrument payable to a person named or order, or to a person named or bearer, are surplusage; therefore, title to the note did not pass by delivery, citing *Roosa* v. *Crist,* 17 Ill. 450, 65 Am. Dec. 679; *Turner* v. *Peoria & Springfield Ry. Co.,* 95 Ill. 134, 35 Am. Rep. 144. *Chism* v. *First Nat. Bank,* 96 Tenn. 641, 36 S. W. 387, 32 L. R. A. 778, 54 Am. St. Rep. 863, cited in

the dissenting opinion, is almost identical with the principal case. While cases involving this precise question are few, the doctrine announced by the dissenting opinion seems to be more in accord with them. For further discussion involving practically the same point, see 7 MICH. L. REV. 683.

BILLS AND NOTES—NOTICE OF DISHONOR—EFFECT OF CONSTRUCTIVE WAIVER.—Plaintiff indorsed a check for deposit in the defendant bank and the same was dishonored, notice of which the bank delayed in giving the plaintiff. With full knowledge that he was relieved from liability as indorser, plaintiff took up the check and now seeks damages for the defendant's neglect. *Held* (LEHMAN, J., dissenting), that under the Negotiable Instruments Law (Laws of 1897, C. 612, § 180), plaintiff by paying the dishonored check, thereby acknowledged his continued liability and established a waiver of the bank's laches in failing to give him due notice of dishonor. *Weil* v. *Corn Exchange Bank,* (1909), 116 N. Y. Supp. 665.

The decision is in accord with the spirit of the Negotiable Instruments Law, and affords an illustration of the interpretation given by the courts to the statute. The dissenting judge took the position that the plaintiff by paying the check did not waive notice of dishonor, and even if he did, he surely did not waive the right to sue for the bank's neglect, citing *Martin* v. *Home Bank,* 160 N. Y. 190, 54 N. E. 717. This case is not exactly in point for here the plaintiff paid the check in ignorance of the fact that he was relieved from liability. An indorser's promise to pay a note after maturity or part payment thereon with full knowledge of the laches constitutes a waiver. *Amor* v. *Stoeckele,* 76 Minn. 180, 78 N. W. 1064; *Brittain* v. *Murphy,* 118 Mo. App. 235, 94 S. W. 303. The indorser, however, must have knowledge of the laches and all the material facts to constitute a waiver. *Parks* v. *Smith,* 155 Mass. 26; *Tardy v. Boyd's Adm'r.,* 26 Grat. 631; *Gawtry* v. *Doane,* 48 Barb. 148. The decision is in accord with *Rindge* v. *Kimball,* 124 Mass. 209; *Oxnard* v. *Varnum,* 111 Pa. St. 193, and *Ross* v. *Hurd,* 71 N. Y. 14; the last mentioned being cited in the principal case. See BUNKER, NEG. INST. 165; DANIEL, NEG. INST., Ed. 5, §§ 1147-1165.

CARRIERS—INJURIES TO PASSENGERS—RIDING ON PLATFORM—QUESTION FOR JURY.—Plaintiffs' intestate was a passenger on one of defendants' trains. As the train slackened its speed and the conductor called his station, he stepped to the platform of the car in which he had been riding. The train, because of the negligence of one of the defendants' servants, was wrecked and plaintiffs' intestate received injuries from which he later died. Civil Code, California, § 483, requires carriers to furnish, in passenger cars, sufficient accommodations for all passengers to whom tickets are sold, and § 484 declares that all railroad corporations shall have printed and conspicuously posted on the inside of its passenger cars its regulations regarding fare and conduct of its passengers, and in case any passenger is injured on, or from the platform of a car, in violation of such printed rules, the carrier shall not be responsible for damages unless it has failed to comply with § 483. The defendant had fulfilled the requirements of the statutes. It was *held* that plaintiffs' intestate was not negligent per se, but that the question of